

EL MONTE UNION HIGH SCHOOL DISTRICT



PROPOSAL DOCUMENTS FOR THE EL MONTE UNION HIGH SCHOOL DISTRICT FOR

RFP No. 2024-25(P9) Districtwide Photovoltaic (PV) Solar Operations and Maintenance

CONTACT PERSON:

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|-----------------------------------|--------------------------------------|
| 1 st Publication Date: | December 20, 2024 |
| RFI Deadline: | January 13, 2025 at 10:00 a.m. |
| Proposal Due Date: | January 23, 2025 at 2:00 p.m. |
| Interview: | January 27, 2025 (time tbd) |
| Award of Contract: | February 5, 2025 |
| Contract Time: | 365 Calendar Days |

RFP 2024-25(P9) Photovoltaic (PV) Solar Operations & Maintenance

Scope of Work

A. Introduction

The El Monte Union High School District ("EMUHSD") is requesting proposals:

1. To provide a one-year service agreement based on this scope of work for operations and maintenance of photovoltaic (PV) solar systems listed in Table 1; and,
2. To investigate existing PV solar systems and provide reports on corrective items to make 100% operational.

TABLE 1. PV SOLAR LOCATIONS

| Site | Address | System Size (kilowatt - KW) | Type | Permission to Operate Year |
|--------------------------------|--|--------------------------------|--------|---|
| Arroyo High School | 4921 Cedar Avenue, El Monte, CA 91732 | 737.8 | Canopy | May 2019 |
| Mountain View High School | 2900 Parkway Drive, El Monte, CA 91732 | 465 | Canopy | September 2019 |
| Rosemead High School | 9063 Mission Drive, Rosemead, CA 91770 | 545.2 | Canopy | April 2019 |
| South El Monte High School | 1001 Durfee Avenue, South El Monte, CA 91733 | 817.8 | Canopy | March 2019 |
| El Monte/Rosemead Adult School | 3540 Lexington Avenue, El Monte, CA 91731 | 196.2 | Roof | December 2018 |
| Arroyo High School | 4921 Cedar Avenue, El Monte, CA 91732 | 60.84 | Canopy | In Process with Utility (new system tied into existing) |
| Mountain View High School | 2900 Parkway Drive, El Monte, CA 91732 | 36.6 | Canopy | In Process with Utility (new system tied into existing) |

B. Instructions to Proposers

Proposals identified as RFP NO. 2024-25(P9) Districtwide PV Solar Operations and Maintenance will be received on or before **January 23, 2025, at 2:00pm Pacific Standard Time (PST)** to the following address:

El Monte Union High School District
Purchasing Department
1003 Durfee Ave.
South El Monte, CA 91733

(A map of our office location can be found via the following link www.emuhsd.org/bids)

Pre-Proposal Site Visit

A pre-proposal sites visit is scheduled for **Thursday, January 9, 2024, at 10:00 am**. Meet at South El Monte High School flag pole. Located at 1001 Durfee Ave., South El Monte, CA 91733. You will be expected to visit all sites.

Proposal Documents

Proposal documents are available at www.emuhsd.org/bids

Examination of Proposal Documents

The Submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- a) Have carefully read and fully understood the information that was provided by EMUHSD to serve as the basis for submission of this proposal.
- b) Have capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c) Represent that all information contained in the proposal is true and correct.
- d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer regarding the amount, terms or condition of this proposal.
- e) Acknowledge that EMUHSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and provide all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. The District shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the District or its representatives.

The District reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award, or multiple awards, of contract in any manner in which the District, acting in the sole and exclusive exercise of its discretion, deems to be the District's best interest.

The award of the contract will not necessarily be made to the firm offering the lowest price.

At the option of the District, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

Questions regarding Proposal

All questions regarding this RFP should be directed via email to purchasing@emuhsd.org by Monday, January 13, 2024, at 10:00 a.m.

C. Attachments

The attachments below are included with this Request for Proposals (RFP) for your review and/or submittal:

1. Sample Professional Services Agreement

2. Non-Collusion Affidavit
3. Professional Services Insurance Requirements
4. Certification for a Drug Free Workplace
5. Certification for Alcohol and Tobacco Free Workplace
6. Certification Regarding Background Checks
7. Certification Regarding Workers Compensation
8. EXHIBIT 1 – PERFORMANCE REPORTS

D. Existing Monitoring

- Monitoring Connection: Cellular
- Existing Web-Based Dashboard: PF Factors

During the Term, Contractor shall maintain the existing PV System Monitoring Equipment or such other monitoring equipment as is otherwise provided or directed by EMUHSD. Contractor shall use commercially reasonable efforts to ensure and monitor the internet connectivity of the PV System Monitoring Equipment such that data regarding the performance of and output from the PV System shall be communicated electronically to Contractor on a continuous basis through existing PF Factors web-based dashboard.

Refer to Section E.3 below for additional details on monitoring equipment.

E. Operations and Maintenance

E.1 ACCESS TO SITE AND PV SYSTEM

Subject to any requirements of applicable Law and the terms of this Agreement, EMUHSD shall provide Contractor and its Subcontractors, agents, and employees, with reasonable access to the PV Solar System and the Site during normal operating hours, as described in Section C.11, and as required for the performance of Contractor's duties under this Agreement. Contractor will use reasonable efforts to schedule Preventive, Corrective and Additional Services in advance with the EMUHSD, landlord, tenant, and/or property manager of each Site. Contractor shall notify site staff when they arrive to perform work and notify the EMUHSD Facility and Energy Manager via email at least 48 hours prior to site visit. See Section C.12 above for Contractor access to Site in an Emergency event.

E.2. PREVENTATIVE, CORRECTIVE, ADDITIONAL AND MONITORING SERVICES TO PROVIDE

The Contractor is to provide operations and maintenance (O&M) services for the entire duration of the Agreement period.

O&M services are to include annual preventative maintenance as well as comprehensive corrective maintenance. All corrective maintenance will be performed at no additional cost to EMUHSD, with the exception of items outside the Contractor's control such as vandalism and Force Majeure, as negotiated

in the final Agreement. **A schedule shall be provided to EMUHSD Facility and Manager on an annual basis for preventive maintenance and comprehensive corrective work to be performed by Contractor.**

Contractor shall provide the following documentation as part of their O&M services:

- Written reports detailing all Corrective and Reactive Maintenance issues incorporated within monthly performance reports. Sample is attached in Exhibit 1 of EMUHSD's prior solar performance report. Reports shall include the system issue or problem that was addressed, what was done to address it, a list of parts and materials used during the repair, the number and classification of labor hours required, the date and time Contractor was made aware of the problem (either through monitoring, inspection, or notification by other parties), the elapsed time taken to resolve the problem, and the date and time the problem was resolved.
- An Annual Report summarizing system performance and all maintenance performed on the system (Preventative, Corrective and Reactive, Warranty-related, or otherwise). The Annual Report shall consist of the following information (at a minimum):
 - Summary of system operations;
 - Weather and system performance/energy production data;
 - All Preventative Maintenance performed on the system, including panel washing, weed/vegetation abatement, inspections, and other actions;
 - Summary of Additional Services, if any;
 - Reports of any system outages, service interruptions, safety incidents or environmental issues;
 - Maintenance and inspection logs, checklists, and other field documentation (with signatures verifying the work performed); and
 - List of proposed actions to be taken by EMUHSD, if any.

Documentation that does not demonstrate required maintenance was performed will be considered incomplete.

All O&M services shall be performed according to manufacturers' specifications and including the following:

| System Service | Description |
|--|--|
| Customer Technical Support Hotline | <ul style="list-style-type: none">● Technical support line available 24 hours per day, 7 days per week● Support technicians specialize in remote troubleshooting and providing step by step diagnosis |
| Performance Monitoring Website Based Dashboard | <ul style="list-style-type: none">● Use existing PF Factors web based dashboard compatible with Google Chrome● Customer website updated every 15 minutes for monitoring operational and environmental performance of the solar power system |

| | |
|--|---|
| Performance Reports (Refer to Exhibit 1) | <ul style="list-style-type: none"> • Monthly monitoring reports • Actual vs expected performance of the solar system for the period with a comparison of performance to a typical weather year • Annual Operations and Maintenance records will be provided to EMUHSD upon request • Optional custom reports can be supplied on a time and material basis |
| Daily Performance Monitoring and Notification | <ul style="list-style-type: none"> • Continuous monitoring of EMUHSD's solar system via experienced solar monitoring technicians • Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by Contractor's operations center and monitoring technicians automatically receive alerts of system anomalies • Monitoring technicians identify and respond to system alerts including contacting EMUHSD Facility and Energy Manager or designated staff |
| Preventative Maintenance (includes Inspections & Testing, Module Cleaning) | <p>Annually or per manufacturers' specifications to perform the following:</p> <p>ARRAY:</p> <ol style="list-style-type: none"> 1. Inspect PV modules for damage, discoloration, or delamination 2. Inspect mounting system for damage or corrosion <p>INVERTER:</p> <ol style="list-style-type: none"> 1. Torque checks on critical electrical terminations 2. Inspect inverter pad and container 3. All other preventative maintenance required by original equipment manufacturer (OEM) warranty <p>ELECTRICAL BALANCE OF SYSTEM:</p> <ol style="list-style-type: none"> 1. Inspect ground braids, electrodes and conductors for damage 2. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers, or disconnects <p>SITE CONDITIONS:</p> <ol style="list-style-type: none"> 1. Inspect drainage conditions 2. Inspect vegetation for array shading or fire hazards 3. Inspect safety conditions and proper signage <p>MAINTENANCE REPORTING</p> <ol style="list-style-type: none"> 1. Record results of all inspections 2. Take photographs of any damage or defects identified 3. Inform EMUHSD and warranty providers of all deficiencies identified 4. Provide EMUHSD with recommendations for corrective actions <p>MODULE CLEANING</p> <ul style="list-style-type: none"> • 2x annually • Surface washing of all modules; water to be provided by EMUHSD • Pressure washer settings not to exceed 1,500 PSI |

| | |
|--------------------------|---|
| | <ul style="list-style-type: none"> • Before and after photographs will be provided • Contractor shall choose cleaning method that complies with module manufacturer's instructions. No method utilized by the Contractor shall void the module warranty. |
| Solar Performance Review | <ul style="list-style-type: none"> • Perform annually • Review of the following solar system performance data with Contractor's performance engineer and proposal of recommended action plan where applicable: <ol style="list-style-type: none"> 1. Expected vs. Actual solar System production (kWh) 2. System availability 3. Recoverable degradation 4. Performance index 5. Operation and maintenance records 6. Safety, accidents, and environmental reporting 7. Proposal of recommended actions to EMUHSD |
| Corrective Maintenance | <ul style="list-style-type: none"> • On-site troubleshooting and diagnosis of all system components • Inverter and data acquisition system resets: <ol style="list-style-type: none"> 1. Unlimited remote resets (if capability enabled and connection available) 2. Unlimited on-site resets for systems under SunPower System warranty 3. Up to two on-site resets per year for systems out of SunPower System warranty • Processing of warranty claims on behalf of EMUHSD and verification of replaced equipment • Management of repair and replacement for equipment out of warranty: <ol style="list-style-type: none"> 1. Full scope repair and replacement for equipment out of warranty can be provided as part of the |
| Major Maintenance | <ul style="list-style-type: none"> • Full scope repair and replacement of all solar system components. |

E.2.1. CORRECTIVE SERVICES

The list of Corrective Services needed to bring the PV system to Normal Operating Conditions will be generated via initial inspection and testing. Prioritizing the list of Corrective Services shall be between the Contractor and EMUHSD representative.

[Performance data monitoring systems may no longer be functional. It is critical that the Contractor identifies a plan to reconnect the existing monitoring system or install a new one.]

E.2.2. ADDITIONAL SERVICES TO PROVIDE

The contractor shall provide a rate schedule for additional services that are not covered under preventative and corrective services.

Contractor's labor rates, hours of work, and minimum hours for Additional Services shall be submitted to EMUHSD as part of this Request for Proposal.

If Additional Services that involve labor are not represented in rate schedule, then Contractor to bill the EMUHSD on a cost plus a maximum of 5%.

Additional Services will be proposed by the Contractor based on inspections and testing. Proposed Additional Services will be accepted or rejected by EMUHSD on an as-needed basis.

Additional Services and associated materials shall be billed on the labor schedule established in the pricing list submitted to EMUHSD as part of response to proposal.

E.2.3. AS-BUILTS

If EMUHSD chooses the Contractor to inspect the PV System and generate the Corrective Services SOW, then the Contractor hired to perform all Preventive, Corrective, and Additional Services shall generate new as-built drawings of the PV system as part of the required Corrective Services that must be done to bring the PV system to Normal Operating Conditions.

E.3. MONITORING EQUIPMENT

E.3.1. EQUIPMENT MAKEUP

During the Term, Contractor shall maintain the PV System Monitoring Equipment set forth in this section below at the Site. Contractor shall use commercially reasonable efforts to ensure and monitor the internet connectivity of the PV System Monitoring Equipment such that data regarding the performance of and output from the PV System shall be communicated electronically to Contractor on a continuous basis.

[PV System Monitoring Equipment may include, but is not limited to, production meters, weather sensors/stations, and dust monitors.]

E.3.2. DATA MONITORING

Contractor shall coordinate with EMUHSD Facility and Energy Manager to establish secure practices in areas such as:

1. Secure network connection to site monitoring equipment.
2. Secure connection to existing PF Factors dashboard with data storage for long-term access by EMUHSD.
3. Provide monthly monitoring reports (sample provided in Exhibit 1).

E.3.3. CALIBRATION FREQUENCY BASED ON PV SYSTEM SIZE

The Contractor shall calibrate the PV System Monitoring Equipment on a schedule, based on the PV System size, as determined in the table below:

| PV System Size (kW) | Calibration Frequency |
|----------------------------|------------------------------|
| < 250 kW | Every 5 years |
| 250 kW – 1,000 kW | Every 2-5 years |

E.3.4. CALIBRATION FREQUENCY BASED ON MANUFACTURER'S SPECIFICATIONS

The Contractor shall calibrate the PV System Monitoring Equipment based on the manufacturer's calibration specifications for each meter and/or sensor. If new PV System Monitoring Equipment is installed as a Corrective or Additional Service, then the equipment shall be provided with a calibration certificate. The calibration certificate shall have a time period over which it is valid. The equipment shall be calibrated within that time period and provided with a new certificate specifying the next calibration interval.

Either party, the party being both the EMUHSD and the Contractor, may test the meter accuracy at any time. If the meter does not perform according to ANSI C12.20 *0.5 accuracy class*, then the Contractor shall recalibrate or replace the meter.

E.3.5. REPAIR OF EXISTING DATA MONITORING SYSTEM

The Contractor shall make any needed repairs to the PV system's data monitoring hardware if the Contractor confirms this through on-site inspection or remotely via the internet-based platform. All work performed and associated materials shall be billed on the labor schedule established submitted in the response to proposal.

E.4. PERFORMANCE REPORTS

The designated Contractor Point of Contact and Contractor Officer's Representative (COR) shall meet to review Performance Reports. The Parties shall follow the schedule, based on PV System size, to determine the meeting frequency to review Performance Reports.

| <u>PV System Size (kW)</u> | <u>Meeting Frequency</u> |
|-----------------------------------|---------------------------------|
| < 250 kW | Biannually |
| 250 kW – 1,000 kW | Quarterly |

E.5. REMOVAL AND RESTORATION OF ROOFTOP PV SYSTEM

[This section is intended for PV Systems that may be partially or entirely roof mounted. Unanticipated repairs as well as partial or whole replacements to the roof(s) may arise during the life of the PV System. The Contractor will most likely need space on-site to store all PV System-related equipment during the duration of the roof repair(s) and/or replacement(s). It is important for the EMUHSD and the Contractor to coordinate early on.]

EMUHSD shall coordinate the Removal and Restoration of Rooftop PV System with the Contractor. All work performed and associated materials shall be billed on the labor schedule submitted in response to proposal.

E.6. RESPONSE TIME TO NOTIFY EMUHSD FOR SYSTEM UNDERPERFORMANCE

The Contractor shall adhere to a response time for alerts and/or Corrective and Additional Services based on the table below:

| <u>Priority Level</u> | <u>Definition</u> | <u>Response Time to Notification</u> | <u>Site Visit Scheduling</u> |
|------------------------------|--|--|---|
| High | Any issue that appears to be reducing PV System production by 25% or more. | EMUHSD is contacted by the Contractor within 5 business hours | Site visit scheduled within 48 business hours |
| Medium | Any issue that appears to be reducing PV System production by 5% to 25% | EMUHSD is contacted by the Contractor within 5 business hours | Site visit scheduled within 72 business hours |
| Low | Any issue that appears to be reducing the PV System production by less than 5% | EMUHSD is contacted by the Contractor within 10 business hours | Site visit scheduled within 72 business hours |

E.7. GENERAL OPERATING STANDARDS

Contractor shall perform the Preventive Services, Corrective Services, and Additional Services in accordance with (i) the terms of this Agreement, (ii) all applicable laws and permits, (iii) all applicable warranties and guarantees provided by manufacturers, suppliers, or Subcontractors, (iv) all manufacturer's maintenance instructions and specifications, and (v) the requirements of any insurance policies maintained by Contractor with respect to the PV System.

E.8. FIELD SERVICE REPORTS

The Contractor shall provide the COR with a Field Service Report within 7 days after performing Preventive Services, Corrective Services, and Additional Services. The Contractor shall incorporate the reporting information requirements of the Site's Operations and Maintenance department. The Field Service Report for all Preventive, Corrective, and Additional Services conducted for the PV system shall contain, at a minimum:

- List of Preventive Services, Corrective Services, and/or Additional Services performed
- Descriptions for any Preventive, Corrective, and/or Additional Services performed on the PV System
- List of any outstanding PV System conditions that need to be addressed
- Dates the services were performed
- Number of hours and associated Labor Category

- List of Replacement Components purchased and used in Corrective and/or Additional Services

E.9. MATERIALS AND EQUIPMENT

Contractor shall provide all tools and equipment needed to perform the Preventive Services and all Consumables used in connection with rendering the Preventive Services. Contractor shall procure, at the EMUHSD's expense, all Replacement Components attached to, part of or constituting the PV System necessary for the performance of the Corrective and Additional Services during the life of the contract; provided, however, if any such Replacement Components are required as a result of Contractor's failure to perform its obligations under this agreement, then Contractor shall procure such Replacement Components at Contractor's expense.

To the extent available, Contractor will file warranty claims on behalf of the EMUHSD for any Replacement Component under warranty.

The Contractor shall supply only new and of the same manufacturer and product line for any Consumable and Replacement Component unless the manufacturer and/or product line is no longer available or represents an unreasonable cost burden. If the manufacturer and/or product line of any Consumable or Replacement Component is no longer available or represents an unreasonable cost burden, then the Contractor and EMUHSD shall mutually agree to changes.

*[NOTE: It is important to highlight that over the last 20 years, the PV industry has seen manufacturers of modules, inverters, and other PV-related equipment exit the industry. It is possible for agencies to experience scenarios where deferred maintenance (i.e., downed inverters, broken modules) is dependent on specific PV equipment that is no longer sold on the market. **It is on the Contractor to identify potential replacement equipment that is compatible with the existing PV System.]***

E.9.1. ON-SITE MATERIAL STORAGE

The Contractor shall hold and save EMUHSD, its officers and agents, free and harmless from liability for the safety of any stored materials. The Contractor is responsible for safeguarding all stored materials.

Contractor is responsible for sufficient storage space to stock Consumables and Replacement Components if storage space is unavailable at EMUHSD.

E.10. DOCUMENTATION MANAGEMENT

The Contractor shall obtain from the EMUHSD and maintain an inventory of the following original PV System installation documents including, but not limited to:

- As-built drawings, site plans, photo records, electrical single-line diagrams, schematics, performance estimates, insolation/shade studies
- Product specification sheets, and warranties (including warranties from PV System installer)
- Equipment operation manuals (including emergency shutdown and normal operating procedures)

- Expired contracts for preventive maintenance, service, and operations
- Performance Reports of the PV System

The Contractor shall work with the EMUHSD Facility and Energy Manager to identify any needed documentation that is not included in the list above. Additionally, the Contractor shall include in this set of documents receipts of all Consumables, Replacement Components and other items purchased or obtained by Contractor for the PV System. The Contractor shall be able to provide any and all relevant documentation at the request of the EMUHSD.

E.11. ACCESS AND HOURS OF SERVICE

Except in the event of an Emergency, Contractor shall perform its operation and maintenance services on the PV System at the Site and may perform certain monitoring and component inspection services off-site, during Contractor's regular business hours. The normal operating hours for the Site are between *6am to 10pm*. If Contractor needs to work during outside normal operating hours, Contractor shall coordinate with the COR."

Subject to any requirements of applicable Law and the terms of this Agreement, the EMUHSD shall provide Contractor and its Subcontractors, agents, and employees, with reasonable access to the PV System and the Site during normal operating hours, as described in Section C.10, and as required for the performance of Contractor's duties under this Agreement. Contractor will use reasonable efforts to schedule Preventive, Corrective and Additional Services in advance with the EMUHSD, landlord, tenant, and/or property manager of each Site. Contractor shall notify site staff when they arrive to perform work. See Section C.11 above for Contractor access to Site in an Emergency event.

E.12. EMERGENCIES

In the event of any Emergency, Contractor shall take such immediate action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss to the System and any adjacent and/or adjoining structures. Contractor shall immediately notify the CO and COR of any Emergency or unanticipated event that interrupts normal operations of the facility. If work is of such urgency that it cannot be awarded and negotiated in a timely manner, the CO may give oral direction to the Contractor. The Contractor shall submit a proposal for all urgent or emergency work within one working days from the time the oral direction is issued.

The Contractor shall, as soon as possible, report any such incident, including Contractor's response thereto, to the EMUHSD. Upon detection of an Emergency, the Contractor shall notify the EMUHSD within 24 hours and schedule a site visit within 24 hours. The Contractor shall provide the EMUHSD with a Field Service Report after any incident involving safety issues. Additional Services or other services are performed to address the Emergency event. Contractor shall make reasonable efforts to minimize any costs associated with remedial action in case of such an Emergency.

In the event of an Emergency, the EMUHSD must be able to provide immediate access of the PV System to the Contractor in order to remediate any such Emergency Event related to the PV System. The

Contractor shall supply names and telephone numbers of Contractor personnel that can be contacted in the event Emergency is during non-work hours.

F. Proposal Evaluation and Award of Contract

F.1. PRICING AND PAYMENT TERMS

Provide a detailed pricing structure based on the scope of work outlined above, including any additional services needed.

F.2. WEIGHTED RATING SYSTEM

The EMUHSD reserves the right to establish criteria and to utilize a weighted rating system for evaluating the overall sufficiency of each proposal in meeting specifications. In submitting a proposal, the proposer acknowledges that in a weighted rating and ranking system lowest price may not be the deciding factor. **The proposal with the highest evaluated ranking by the EMUHSD evaluation committee, based on the evaluating criteria set forth herein will be the company/companies selected for contract award.**

F.3. SELECTION PROCESS

Selection of the most responsive and qualified proposers for contract award consideration will be made after a review and analysis of proposals. Proposers may be invited to meet with EMUHSD representative to expand on proposal qualification and experience. However, the EMUHSD reserves the right not to invite proposers to meet and at its sole discretion, to make the contract award selection decision based solely on the proposals submitted.

F.4. DISPUTES AND PROTESTS

Protest of Award Based on Informal Solicitation: Any protest of the award of a contract based on an informal solicitation must be received prior to award. It shall be the responsibility of respondents to Contact EMUHSD regarding the status of a contract. Protests that are not timely received in accordance with the applicable filing deadline set forth in this section will not be considered.

F.5. EVALUATION CRITERIA

Each submittal will be evaluated on the extent to which it responds to the RFP submittal requirements (as detailed on page 7) and is determined by the Evaluation Committee to be in the best interest of the Commission. The evaluation criteria include, but are not limited to, the evaluation criteria set forth in the following table titled "proposal Evaluation Criteria."

| CRITERIA DESCRIPTION | | WEIGHTED RATING (Max Point Value) |
|----------------------|--|--------------------------------------|
| Cost: | <ul style="list-style-type: none">Reasonableness of the rates and competitiveness of this amount with other offers received.Proposal pricing in relation to evaluated company experience, qualification and services offered. | 50 |

| | | |
|--------------------------------------|--|------------|
| Technical: | Company provided detailed information regarding firm's technical capabilities to include but not limited to: <ul style="list-style-type: none"> • Quality, comprehensiveness, and clarity of submitted proposal response. • Statement of company's understanding of the work to be performed and the company's ability to carry out the specified scope of work. | 25 |
| Qualification And Experience: | <ul style="list-style-type: none"> • Level of experience with similar organizational structures, work group facilitation, Housing Authorities, or other public agencies. • Firm's and project teams' relevant qualifications and experience providing such services as outlined in the scope of services. • Record of Completing work on schedule | 25 |
| Total Score | | 100 |

A Review Panel will be appointed by the EMUHSD. The Panel will conduct a qualifications-based ranking process. At the option of the EMUHSD, finalists may be selected for a final round of negotiations; however, proposers are encouraged to present their best offers with their initial submission.

F.6. DECLARATION

The proposer declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplementary General Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to proposers and read the accompanying instructions to proposers, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this proposal timeline.

F.7. DEBARMENT

In addition to seeking remedies for False Claims under Government Code section 12650 *et seq.* and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, *et seq.*, and Penal Code section 72)

I agree to receive service of notices at the e-mail address listed below.

I, the below-indicated proposer, declare under penalty of perjury that the information provided and representations made in this proposal are true and correct.

Proper Name of Company

Name and Title of Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Firm Representative

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if the proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposer is an individual, his signature shall be placed above.

All signatures must be made in permanent ink.



PROFESSIONAL SERVICES AGREEMENT
Between
EL MONTE UNION HIGH SCHOOL DISTRICT
And
«PROVIDER NAME»

Agreement No. «NUMBER»

**THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY
THE TRUSTEES
AND EXECUTED BY THE SUPERINTENDENT OR AUTHORIZED DESIGNEE**

[Note: Text that is bracketed, bold red is optional.]

This Professional Services Agreement (“Agreement”), is entered into by and between El Monte Union High School District (“District”), and «Service Provider Name» (“Provider”). District and Provider may be collectively referred to as the “Parties.”

1. **Term.** This Agreement is effective as of the date of the last signature of the Parties (“Effective Date”) and shall terminate on _____, unless earlier terminated pursuant early termination provisions of this Agreement. This Agreement shall not be automatically renewed or extended.
2. **Provider Services.** Provider agrees to furnish all necessary labor, materials and other services necessary to carry of the Scope of Services, as described in Exhibit A attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District is limited to Exhibit A. Provider will not perform any services for District and District will not pay for any additional services without the prior express written authorization of District by executed amendment or change order, describing with particularity the additional scope and cost of such services.
3. **Payment.**
 - a. **Compensation.** The District shall pay Provider for all Services set forth in Exhibit A, in the amount and payment method as described in Exhibit B (Cost of Services), which is attached hereto and incorporated herein by reference. Provider shall furnish and cover at its own expense all necessary labor, supplies, materials, overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. District’s obligations to compensate Provider for the Services, shall solely be governed by Exhibit B. Should Provider incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not set forth in Exhibit B. District shall be entitled to refuse to pay for any unauthorized costs or expenses.
 - b. **W-9:** Provider acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Provider.

c. Invoicing and Method of Payment: Unless otherwise specified in **Exhibit B**, Provider shall invoice District monthly. Upon completion and acceptance of the Services, invoice approval, and according to this Agreement's Terms and Conditions, District shall pay invoices Net 30 days. District reserves the right to withhold payments to Provider for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late. Invoices must include all of the following: invoice date, purchase order number, dates of service, detailed description of service, payment rate, total payment due, remit to address, Provider name, and contact information.

d. Payment upon Early Termination. Upon early termination pursuant to the early termination provisions of this Agreement, the District shall pay Provider for all Services performed to District's satisfaction in accordance with this Agreement prior to the date of termination. Any amounts disputed and unpaid by the District shall be withheld pending the outcome of the dispute resolution procedures set forth herein.

4. **Independent Contractor Relationship**. Provider is an independent contractor and is solely responsible for performing the Services. Provider represents and warrants that Provider and Provider's employees, and agents are not officers, agents, or employees of District. Provider acknowledges and agrees that any personnel performing the Services shall at all times be under Provider's exclusive direction and control, and that Provider is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Provider further acknowledges and agrees that Provider shall be solely responsible for payment of any and all taxes and fees applicable the Services, including, but not limited to, all federal, state, and local taxes, social security taxes, income tax withholding, unemployment insurance, workers' compensation insurance.

5. **Compliance with Applicable Law**. Provider shall comply with all federal, state, and local laws, regulations, and administrative rules, as well as all District policies and procedures applicable to public contracts and to the Services, including but not limited to all of the following:

a. Licensing Requirements. Provider covenants and agrees to obtain and maintain, during the term of this Agreement, all necessary government and professional licenses, permits, certifications and incidents of authority required for the legal performance of the Services. Provider shall immediately notify District in the event any license, permit or certification denial, suspension, revocation, or non-renewal. District maintains the right to request and immediately receive evidence of proper licensure and certificates at any time during the term of this Agreement.

b. Conflicts of Interest. Provider warrants and covenants that Provider presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render this Agreement a violation of any applicable state, local, or federal law, or District policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. Provider shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. If any principal provider of the Services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. If any conflict of interest should hereinafter arise, Provider shall promptly notify District of the existence of such conflict of interest. The existence of a conflict of interest which violates any applicable state, local, or federal law, or District policy shall be cause for immediate termination of this Agreement.

c. Non-Discrimination. Provider represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment

in connection with this Agreement.

- d. Minority/Disadvantaged Enterprise Programs. Provider agrees to comply with all relevant provisions any Minority Business Enterprise (MBE) program, Disadvantage Enterprise Program, Disabled Veterans Business Enterprise (DVBE), or other related programs or policies currently in effect or hereinafter enacted by the District.
- e. OPTIONAL [Mandatory Reporter Requirements: Provider acknowledges and understands that, pursuant to California Penal Code section 11165.7, each person whose duties under the Scope of Services include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Provider is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Provider will ensure that each mandatory reporter executes an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Provider will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.]
- f. Live Screen Criminal Background Check Requirements: Provider, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Provider must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Provider's personnel, who are anticipated to come into contact with the District's students. Provider further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Provider will comply with any such requirements. Provider further acknowledges and agrees that no Provider personnel shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if Provider is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.
- g. Unsupervised Contact: "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Provider shall ensure that Provider and Provider's officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Provider will work with District to ensure compliance with this requirement. If Provider is unable to ensure through a security plan that none of its personnel, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Provider shall notify District before beginning any work that could result in such contact. In addition to any Live Screen Criminal Background Check Requirements as set forth above, Provider authorizes District, at its discretion, to obtain information about Provider and its history and to independently conduct its own criminal background check, including fingerprinting, of any Provider officers, employees, or agents who may have unsupervised contact with students. Provider shall cause its personnel, to authorize District to conduct these background checks. Unless otherwise required by law, Provider shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to Provider under this Agreement, unless Provider elects to pay such fees directly.

6. **Safety and Security.** Provider shall perform all Services so as to avoid injury or damage to any person or property by exercising all necessary safety and security precautions as may be appropriate to the nature of the Services and the conditions under which the Services are to be performed. Provider

further agrees to comply with all of the following:

- a. Identification: When performing Services on District property, Provider shall be in appropriate work attire (or uniform, if applicable) at all times. If Provider does not have a specific uniform, then Provider shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Provider, as opposed to faculty, staff, parents, students or other members of the public. Provider and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Provider cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Provider, costs to be borne by Provider.
- b. Sign-in required: As required by schools and other District locations, Provider personnel must sign into the location's main office to receive an in-school identification/visitors tag. Such individuals must display this tag on their person at all times while on District property.
- c. No Smoking/Non-Prescription Drugs: All District properties are tobacco-free and drug-free zones. Provider personnel are prohibited from using any tobacco product on or immediately adjacent to District property. Provider personnel are prohibited from using illegal drugs on District property.
- d. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones. Provider personnel are strictly prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.
- e. Employee Removal: At District's request, Provider shall immediately remove any person from all District properties in cases where the District in its sole discretion determines that removal of any such person is in the District's best interests.
- f. District Property: District hereby deems all information, documents, and property contained in or on District property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by Provider without express written consent of District shall be considered a material breach of this Agreement and shall be cause for immediate termination of this Agreement. IF PROVIDER BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, PROVIDER SHALL IMMEDIATELY NOTIFY DISTRICT.

7. **Other Service Providers.** District reserves the right to enter into other agreements for services additional or related to the subject matter of this Agreement, and Provider agrees to cooperate fully with these other Providers and with the District. When requested by District, Provider shall coordinate its performance under this Agreement with such additional or related service providers. Provider shall not interfere with the work performance of any other service provider or District employee.

8. **Early Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. **Mutual**: The Parties may terminate this Agreement at any time by their written agreement.
- b. **District's Sole Discretion**: District in its sole discretion may terminate this Agreement for any reason on 30 days' written notice to Provider.
- c. **Breach**: Either party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. Said notice must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.

- d. **Provider Licensing; Bankruptcy.** Notwithstanding any other provision herein, District may terminate this Agreement immediately by written notice to Provider upon either of the following events: 1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that Provider must hold to perform the Services; or 2) in the event Provider files for bankruptcy.
- e. **Furlough:** District reserves the right to immediately terminate or otherwise suspend this Agreement without notice if District's Board determines that funding for the Services is insufficient.

9. **Access to Records.** During the term of this Agreement and for a period of three years after termination, Provider shall permit the District and its authorized representatives to review all Provider books, documents, papers, plans, and records, electronic or otherwise (“Records”), related to this Agreement. Provider shall maintain all Records in accordance with generally accepted accounting principles so as to document clearly Provider's performance of the Services. Following final payment and termination of this Agreement, Provider shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

10. **Ownership of Work Products.** Provider agrees that all work products created or developed for District by Provider pursuant to this Agreement are intended as “works made for hire” and shall be the exclusive property of the District. If any such work products contain Provider’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Provider hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Provider provided to District by Provider in the performance of this Agreement, except to copy, use, or re-use any such work product for District use only.

11. **Confidentiality.** As used herein, “Confidential Information” means all student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District. Provider understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with applicable law and the District’s policies and procedures, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. **IF PROVIDER BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, PROVIDER SHALL IMMEDIATELY NOTIFY THE DISTRICT.**

12. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, Provider shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of: 1) Provider’s failure to fully comply with or breach of any of the terms and conditions of this Agreement, and 2) any acts, omissions, negligence or willful misconduct of Provider and Provider’s officials, officers, employees, and agents arising out of or in connection with the performance of the Services or otherwise arising from this Agreement (“Indemnification”). Provider’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those

imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law. Provider's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnatee, notwithstanding whether liability is, can be or has yet been established.

13. **Insurance Requirements.** During the term of this Agreement, at Provider's sole cost and expense, Provider agrees to procure and maintain the following insurance:

- a. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Provider's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Provider under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Professional Liability (Errors and Omissions) Insurance appropriate to Provider's profession, with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate,. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
- c. **OPTIONAL [Sexual Abuse and Molestation Insurance with at least \$3,000,000 per claim and \$6,000,000 aggregate, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District Entities must be named as additional insureds. The coverage must contain a severability of interests/cross liability clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.]**
- d. Commercial Automobile Liability Insurance in the minimum amount of «\$1,000,000» per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection. If Provider has no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
- e. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Provider must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- f. Provider Insurance Primary: For any claims related to this Agreement, the Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the Provider's insurance and shall not contribute with it.
- g. Waiver of Subrogation. Provider hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Provider may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Provider shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

- h. Acceptability of Insurers. Unless otherwise acceptable to the District, all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.
- i. Verification of Coverage. Provider shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the Provider's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- j. Waivers, Modifications, or Changes. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Provider shall amend the insurance coverage as required by the District.

14. **Disputes.**

- a. Resolution Procedures. Any dispute that either Party may have regarding this Agreement, including, but not limited to, disputes for additional compensation, shall be submitted to District within 30 days of the occurrence which gave rise to the dispute. District and Provider shall attempt to negotiate a resolution of such dispute and process an amendment to this Agreement to implement the terms of such resolution. If the dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.
- b. Services Pending Outcome. Unless the Agreement has been terminated pursuant to the early termination provisions of this Agreement, Provider agrees to continue to perform all Services required under this Agreement pending the outcome of any claim, dispute, or mediation.
- c. Claims Statute Requirement. This provision does not relieve Provider of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the District.
- d. Controlling Law. California law will govern any dispute related to this Agreement.
- e. Remedies. In case of Provider breach, and in addition to any other provision of this Agreement, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Provider's remedy shall be limited to termination of the Agreement and receipt of any payments to which Provider is entitled for Services performed prior to termination.

15. **Miscellaneous.**

- a. Assignment. Provider shall not assign or delegate, by contract, agreement or otherwise, the Services or any part of the Services to be performed under this Agreement to any other person or entity without the express written permission of District by executed addendum. Consent to any assignment may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any Work performed by an unauthorized person or entity. Should District consent to any assignment, Provider nevertheless remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Agreement. Prior to performance of Services by any

assignee, the assignee shall provide the District with evidence of all insurance, certificates, forms, and licenses required by this Agreement.

- b. Successors in Interest. This Agreement shall bind and inure to the benefit of the Parties, their successors, and approved assigns, if any.
- c. No Third Party Beneficiaries. District and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- d. Waiver. Waiver of any default or breach under this Agreement by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement.
- e. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- f. Amendments; Renewal. Any renewals to or amendments of the terms of this Agreement must be in writing and signed by authorized representatives of both Parties.
- g. Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original and all of which comprise one and the same Agreement. Counterparts may be delivered by electronic means.
- h. Notices. All notices or other communications required or provided for by this Agreement shall be sent by electronic mail transmission, United States mail or hand delivery to the representative designated below for each party, or to any such other representative as a party may designate in writing from time to time:

For District: «REPRESENTATIVE NAME ADDRESS AND EMAIL» For

Provider: « REPRESENTATIVE NAME ADDRESS AND EMAIL»

- i. Entire Agreement. When signed by both Parties (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- j. Survival. Upon termination of this Agreement, the respective rights and obligations of the Parties shall survive such termination to the extent necessary to carry out the intentions of the Parties. The sections of this Agreement with the headings titled “Access to Records,” “Confidentiality,” and “Indemnification and Hold Harmless” shall survive the termination of this Agreement.
- k. Authority. The undersigned warrant that they are duly authorized representatives of the Parties and have been empowered to execute this Agreement on behalf of the party indicated.

PROVIDER:

EL MONTE UNION HIGHT SCHOOL DISTRICT

Signature

Signature

Provider Printed Name and Title

Michael Lin Ed.D., Assistant Superintendent of
Business Services

Exhibit A
Scope of Services

Exhibit B

Cost of Services and Method of Payment

[INSERT DETAILED COST OF SERVICES]

(Hourly Rates, Lump Sum Price, Unit Prices, Annual Cost or Other Form and Method of Payment)

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Provider agrees to procure and maintain the following insurance:

- A. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Provider's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Provider under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- B. Professional Liability (Errors and Omissions) Insurance appropriate to Provider's profession, with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate,. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
- C. Commercial Automobile Liability Insurance in the minimum amount of «\$1,000,000» per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection. If Provider has no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
- D. Workers' Compensation Insurance must be at least as broad as that which is required by the State of California, with Statutory Limits. Provider must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Provider Insurance Primary for any claims related to this Agreement, the Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the Provider's insurance and shall not contribute with it.

Waiver of Subrogation. Provider hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Provider may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under

such insurance. Provider shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers. Unless otherwise acceptable to the District , all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.

Verification of Coverage. Provider shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the Provider's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waivers, Modifications, or Changes. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Provider shall amend the insurance coverage as required by the District.

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the [REDACTED] School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(Modernization Projects)

_____ certifies that it has performed one of the following:
[Name] of contractor/consultant]

- ☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the _____ School District, pursuant to the Contract/Purchase Order dated _____, and Contractor hereby certifies that none of the employees have been convicted of or have an arrest pending final adjudication for any serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

EXHIBIT 1

SAMPLE PERFORMACE REPORTS

Monthly Performance Report

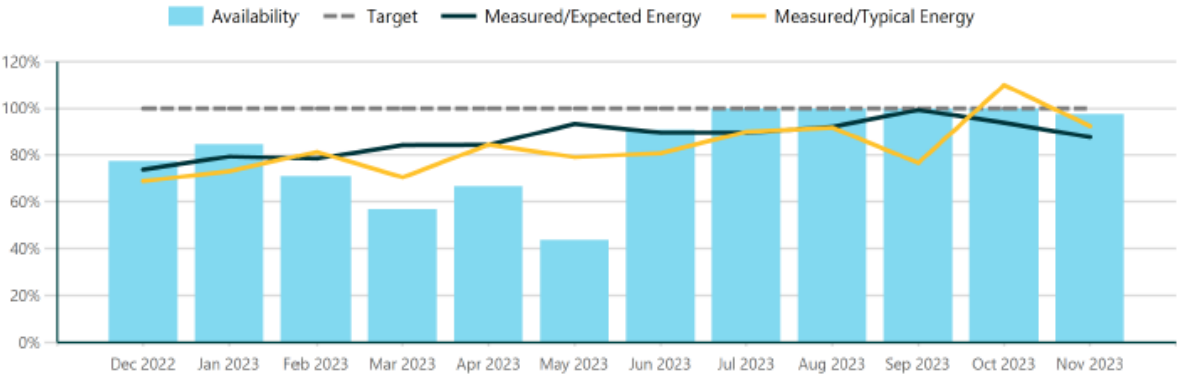
November 2023

M1869 El Monte UHSD - Rosemead - Rosemead HS

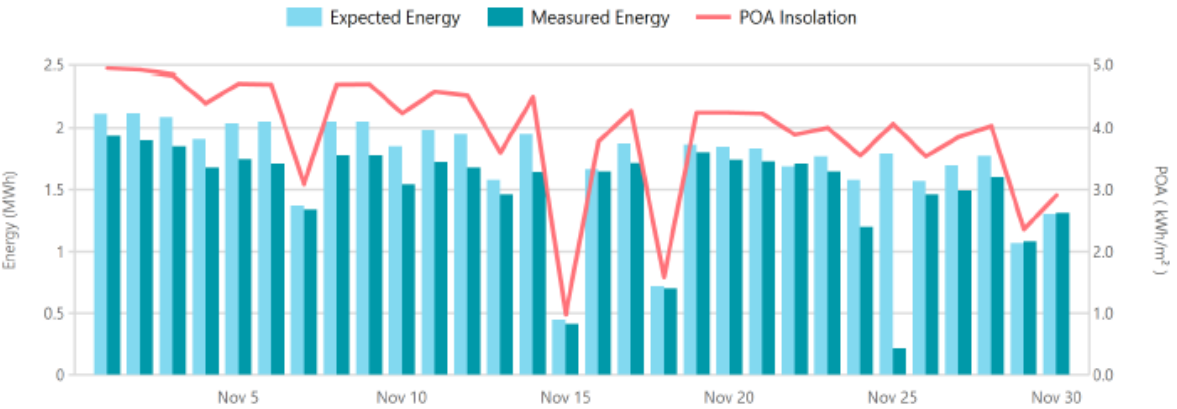
Executive Summary

| | Measured Energy | Availability | Typical Energy | Expected Energy | Expected / Typical | Measured Energy / Expected Energy |
|--------------------|-----------------|--------------|----------------|-----------------|--------------------|-----------------------------------|
| Current Month | 45,208 | 97.5% | 55,072 | 50,655 | 92.0% | 89.2% |
| Year To Date | 690,880 | 85.0% | 816,621 | 736,123 | 90.1% | 93.9% |
| Trailing 12 Months | 720,363 | 84.6% | 867,242 | 775,531 | 89.4% | 92.9% |

Monthly Performance



Daily Performance



1. Energy is in kWh, Insolation is in kWh/m²/day, Temperature is in °C and Wind speed is in m/s
2. Availability = # of intervals where measured inverter output is greater than zero / # of intervals where irradiance is greater than 100 W/m²
3. % of Expected = Measured kWh / Weather Adjusted kWh

Monthly Performance Report
M1869 El Monte UHSD - Rosemead - Rosemead HS

November 2023

Monthly Summary

| Performance | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Apr 2023 | May 2023 | Jun 2023 | Jul 2023 | Aug 2023 | Sep 2023 | Oct 2023 | Nov 2023 | Trailing Year |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------|
| Measured Energy | 29,483 | 33,439 | 40,735 | 52,019 | 73,366 | 72,013 | 72,403 | 93,431 | 84,151 | 61,220 | 62,896 | 45,208 | 720,363 |
| Typical Energy | 42,797 | 45,721 | 50,063 | 73,740 | 86,834 | 90,973 | 89,516 | 103,842 | 91,707 | 79,835 | 57,207 | 48,921 | 861,154 |
| Weather Adjustment | 77.8% | 79.2% | 94.9% | 81.7% | 100.9% | 83.8% | 88.3% | 101.1% | 94.5% | 73.1% | 99.4% | 92% | 88.9% |
| Expected Energy | 33,317 | 36,229 | 47,527 | 60,257 | 87,652 | 76,198 | 79,000 | 104,947 | 86,627 | 58,387 | 56,844 | 44,997 | 771,981 |
| Measured/Typical | 68.9% | 73.1% | 81.4% | 70.5% | 84.5% | 79.2% | 80.9% | 90% | 91.8% | 76.7% | 109.9% | 92.4% | 83.7% |
| Measured/Expected | 88.5% | 92.3% | 85.7% | 86.3% | 83.7% | 94.5% | 91.6% | 89% | 97.1% | 104.9% | 110.6% | 100.5% | 93.3% |
| (Measured+ECO Lost)/Expected | 88.5% | 92.3% | 85.7% | 86.3% | 83.7% | 94.5% | 91.6% | 89% | 97.1% | 104.9% | 110.6% | 100.5% | 93.3% |
| Meter Reading | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Apr 2023 | May 2023 | Jun 2023 | Jul 2023 | Aug 2023 | Sep 2023 | Oct 2023 | Nov 2023 | |
| Month End Meter Reading kWh | 2,946,382 | 2,979,820 | 3,020,556 | 3,072,574 | 3,145,941 | 3,217,953 | 3,290,356 | 3,383,787 | 3,467,938 | 3,529,158 | 3,592,054 | 3,637,262 | |
| MTR01 | 1,305,489 | 1,321,578 | 1,341,420 | 1,367,259 | 1,402,416 | 1,433,285 | 1,464,658 | 1,504,568 | 1,540,282 | 1,565,991 | 1,591,569 | 1,609,387 | |
| MTR02 | 1,640,893 | 1,658,243 | 1,679,136 | 1,705,316 | 1,743,525 | 1,784,668 | 1,825,698 | 1,879,219 | 1,927,657 | 1,963,167 | 2,000,485 | 2,027,875 | |
| Monthly Weather | | | | | | | | | | | | | |

1. Energy is in kWh, Insolation is in kWh/m²/day, Temperature is in °C and Wind speed is in m/s
2. Availability = # of intervals where measured inverter output is greater than zero / # of intervals where irradiance is greater than 100 W/m²
3. % of Expected = Measured kWh / Weather Adjusted kWh

Monthly Performance Report
M1869 El Monte UHSD - Rosemead - Rosemead HS

November 2023

System Maintenance Log

Operation Log

| Reported Date | Ticket Source | Status | Finish Date | Classification | Service Request Summary |
|---------------|---------------|--------|-------------|----------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Work Order Log

| Work Order ID | Reported Date | Reported Source | Status | Classification | Work Order Summary |
|--------------------|------------------|-----------------|--------|----------------|--|
| WO-SF-3051-1047336 | 2023-08-02 01:39 | Request | Open | | Category- Inverter Commercial Type-Inverter Performance Check |

- 1. Energy is in kWh, Insolation is in kWh/m²/day, Temperature is in °C and Wind speed is in m/s
- 2. Availability = # of intervals where measured inverter output is greater than zero / # of intervals where irradiance is greater than 100 W/m²
- 3. % of Expected = Measured kWh / Weather Adjusted kWh

Monthly Performance Report
M1869 El Monte UHSD - Rosemead - Rosemead HS

November 2023

Inverter Details - Availability

| Monthly Data | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Apr 2023 | May 2023 | Jun 2023 | Jul 2023 | Aug 2023 | Sep 2023 | Oct 2023 | Nov 2023 | Trailing Year | Year to Date |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------|--------------|
| Inverter A01.C01.INV01 | 90.50% | 100.00% | 100.00% | 100.00% | 100.00% | 97.81% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 98.81% | 99.57% |
| Inverter A01.C01.INV02 | 90.50% | 100.00% | 100.00% | 100.00% | 99.93% | 97.81% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 98.81% | 99.56% |
| Inverter A01.C01.INV03 | 90.50% | 100.00% | 100.00% | 99.92% | 100.00% | 97.81% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 98.81% | 99.56% |
| Inverter A01.C01.INV04 | 90.50% | 100.00% | 100.00% | 100.00% | 100.00% | 97.81% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 98.81% | 99.57% |
| Inverter A01.C02.INV01 | 90.36% | 100.00% | 99.90% | 100.00% | 77.37% | 2.03% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 88.93% | 88.80% |
| Inverter A01.C02.INV02 | 90.33% | 100.00% | 49.36% | .00% | 46.27% | 2.03% | 100.00% | 100.00% | 99.91% | 100.00% | 100.00% | 97.46% | 73.78% | 72.27% |
| Inverter A01.C02.INV03 | .00% | .00% | .00% | .00% | .00% | .00% | 41.32% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 44.90% | 48.98% |
| Inverter A01.C02.INV04 | 90.36% | 100.00% | 49.36% | .00% | 46.27% | 2.03% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 97.46% | 73.79% | 72.28% |

1. Energy is in kWh, Insolation is in kWh/m²/day, Temperature is in °C and Wind speed is in m/s
2. Availability = # of intervals where measured inverter output is greater than zero / # of intervals where irradiance is greater than 100 W/m²
3. % of Expected = Measured kWh / Weather Adjusted kWh